

Avon Day 2016 Vendor Agreement

This Vendor Agreement shall set forth the terms and conditions required for a vendor (the "Vendor") to participate in Avon Day, which is to be held on September 24, 2016.

- Participation in Avon Day shall be subject to the terms and conditions of this Vendor Agreement and shall be contingent upon the payment of a Two Hundred and Seventy Five Dollar (\$275.00) fee, which must be paid upon submission of the Vendor Agreement.
- The Vendor shall be supplied with a 10 x 10 foot booth space with 1 table and 2 chairs at Avon Day. ***The location of such booth shall be determined at the sole discretion of the Town of Avon.*** The Vendor shall be responsible for bringing their own supplies and/or decorations. If the Vendor intends to accept credit card payments, it must provide its own credit-card-processing equipment. Electricity will not be provided.
- The Vendor may not sell any food or beverages.
- The booth must be staffed by a Vendor representative at all times.
- The booth should remain open from 11:00 a.m. until 5:00 p.m.
- The Vendor must disclose **all items to be sold** at Avon Day in this Vendor Agreement. All items must be approved in advance and in writing by the Town of Avon, at its sole discretion. No unapproved items may be offered for sale. Violation of this requirement shall result in removal of the Vendor from Avon Day and forfeiture of all rights to participate in Avon Day. No fees shall be refunded as a result of any violation of this Vendor Agreement generally or this paragraph specifically.
- Vendors may not sell, display, promote, or reference any product that is not pre-approved in writing and/or that may be prohibited by law or otherwise inappropriate to a public event, including but not limited to the following: firearms, knives, adult products, beverages.
- In consideration of the Town of Avon's, the Avon Day Committee's, and the Avon Public Schools', including but not limited to their elected officials, officers, employees, subcontractors, agents, and assigns, (collectively the "Town Indemnified Parties") accepting the Vendor for participation in Avon Day, the Vendor, its officers, employees, sub-contractors, agents and assigns (hereinafter collectively the "Releasing Parties"), hereby release and discharge the Town Indemnified Parties from any and all claims for injury, loss, liability, or damage to the Vendor's person or property arising from any cause whatsoever, **including but not limited to:**
 - **the NEGLIGENCE of the Vendor, any of the Town Indemnified Parties, or any other party;**
 - any and all claims for any other injury, loss, liability, or damage arising from or relating to, directly or indirectly, the Vendor's participation in Avon Day, arising from any cause whatsoever, **including but not limited to the NEGLIGENCE of the Vendor, the Town Indemnified Parties, or any other party;** and
 - any and all claims for injury, loss, liability, or damage caused by the intentional acts or omissions of the Vendor or any other party.
- The undersigned Vendor shall defend, indemnify and hold harmless the Town Indemnified Parties from any and all suits, claims or actions of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission (other than a willful or wanton act, error or

omission) of the undersigned Vendor or its officers, employees, sub-contractors, agents and assigns, occurring during, as a result of, or in any way related to the Vendor's participation in Avon Day.

- If possible please provide a certificate of Insurance naming the Town of Avon, as an additional insured.
- In the event Avon Day is cancelled or rescheduled for any reason whatsoever, the Vendor's exclusive remedy shall be the right to participate in Avon Day on a rescheduled date.

PLEASE list all the items the Vendor proposes to sell at Avon Day: _____

This signed Vendor Agreement must accompany your Application and check for \$275.00.

You will be notified of your Application status by e-mail within ten (10) working days following receipt of your application. If your merchandise has been approved for sale, we will fully process your application. If it has not been approved, you may decide to withdraw your Application, at which time your \$275.00 check will be returned to you, or you may submit a revised Application and Vendor Agreement.

If Vendor is an Individual:

Signature of Applicant

Date

Printed Name

Address

If Vendor is an Organization:

Print Legal Name of Organization

Date

By: _____
Printed Name

Its _____
Printed Title

Address